

**FILED**

**FEB 20 1998**

DOROTHY A. EVANS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA**

<b>IN RE:</b>	)	
	)	
<b>WILLIAMS, JOHN K.,</b>	)	<b>Case No. 97-00830-R</b>
	)	<b>Chapter 7</b>
<b>Debtor.</b>	)	
	)	
<b>CHERYL WILLIAMS RIZZO,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Adv. No. 97-0185-R</b>
	)	
<b>JOHN K. WILLIAMS,</b>	)	
	)	
<b>Defendant.</b>	)	

**JOURNAL ENTRY OF JUDGMENT**

This matter comes before the Court on this 19 day of February, 1998. The Court, after reviewing the evidence and being well advised in the premises finds and orders as follows:

**FINDINGS OF FACT**

1. This adversary proceeding arises out of and relates to Debtor's Chapter 7 filing which took place on February 25, 1997. This Court has jurisdiction over this adversarial proceeding pursuant to 28 U.S.C. Sections 1, 5, 7 and 1334. This is a Court proceeding pursuant to 28 U.S.C. Section 157 (l) (2) (i) and venue is proper pursuant to 11 U.S.C. Section 5 (3) (5) (v).
2. The parties were married on July 25, 1981.
3. One child, Casey, was born out of the marriage.
4. The parties were divorced by decree of divorce dated March 24, 1995.

RECORDED 2-26-98  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

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5. Pursuant to the decree of divorce, Defendant Williams was required to pay Plaintiff Rizzo a "Property Division Judgment" for a period of forty (40) months in the amount of \$49,120.00.

6. Defendant Williams originally sought to discharge a \$30,000.00 debt listed as "property settlement" and a \$6,500.00 debt to Liberty Tulsa listed as "loan of money" which was to purchase an automobile for plaintiff.

7. On May 22, 1997, Plaintiff filed a Complaint to Determine Dischargeability of Debts alleging that the \$30,000.00 "Property Settlement" and a \$6,500.00 automobile loan were actually in the nature of support and non-dischargeable by Defendant.

8. Pursuant to mediation, the parties have agreed as follows:

- A. Defendant shall pay all outstanding child support due through December 1, 1997, which is \$465.78 (14 X \$33.27), on or before December 16, 1997. The December 15, 1997 payment shall be \$418.94. Defendant shall pay the full amount of child support beginning December 15, 1997.
- B. Plaintiff shall furnish receipts for Casey's monthly day care expenses. This documentation shall reflect the day care expenses for Casey only.
- C. Defendant shall reimburse 50% of all past medical expenses for Casey, not to exceed \$500.00, provided that Plaintiff provides proper receipts to Defendant. If any of these expenses should have been covered by insurance, Plaintiff agrees to cooperate with the filing of any insurance claims. Payment will be made to Plaintiff's counsel's office within 30 days of receipt of the documentation for any of the expenses incurred for Casey which were not covered by insurance. In the future, Plaintiff shall notify

Defendant within 30 days of any medical expenses for Casey which he will be responsible for paying.

- D. Defendant shall pay \$670.00 per month for 48 months beginning January 1998; one-half payable on the 1st and one-half payable on the 15th of each month. The total support alimony judgment shall be for the sum of \$32,160.00 and shall be non-dischargeable. The monthly payments shall be tax deductible for Williams. The alimony payments to Plaintiff shall cease in the event of her death prior to the expiration of the 48th month.
- E. Both parties shall be responsible for their own attorney fees and costs incurred to date. Plaintiff shall be entitled to reasonable attorney fees and costs incurred in the event she is forced to take legal action if Williams does not make the alimony payments as set forth in this Journal Entry of Judgment.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

- 1. \$32,160.00 of the \$30,000.00 property settlement and \$6,500.00 automobile loan sought to be discharged by Defendant Williams is in the nature of support and non-dischargeable.
- 2. Plaintiff is awarded a judgment against Defendant in the amount of \$32,160.00. To satisfy that judgment, Defendant shall pay to Plaintiff \$670.00 per month for 48 months beginning January 1998. One-half of Defendant's monthly payment shall be due and payable on the first day of each month with the other half due and payable on the fifteenth day of each month. The alimony payments shall cease in the event of Plaintiff's death prior to the expiration of the 48th month. Such alimony shall also be tax deductible by Defendant.

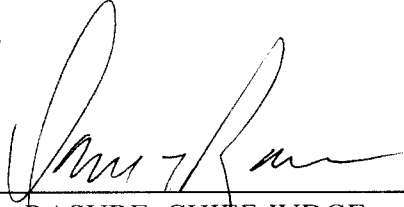
3. Defendant shall pay all outstanding child support due through December 1, 1997, which is in the amount of \$465.78 on or before December 16, 1997. The December 15, 1997 child support payment will be in the amount of \$418.94. Defendant shall pay the entire amount of child support beginning December 15, 1997.

4. From the date of this Journal Entry of Judgment forward, Plaintiff shall furnish to Defendant receipts for Casey's monthly day care expenses.

5. Defendant shall reimburse Plaintiff for fifty percent of all past medical expenses for Casey, not to exceed \$500.00, provided that Plaintiff provides receipts for each amount to be reimbursed by Defendant. If any of the expenses should have been covered by insurance, Plaintiff shall cooperate with the filing of any insurance claims. In the future, Plaintiff shall notify Defendant within thirty (30) days of any medical expenses for Casey for which Defendant shall be responsible for paying.

6. Both parties shall be responsible for their own attorney's fees and costs incurred to date. Plaintiff shall be entitled to reasonable attorney's fees and costs incurred in the event she is forced to take legal action to collect any payment from Defendant.

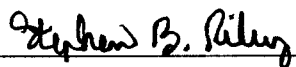
Dated this 19 day of February, 1998.

  
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DANA L. RASURE, CHIEF JUDGE  
UNITED STATES BANKRUPTCY COURT

APPROVED AS TO FORM



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